

LESSOR: X

LEASE NUMBER \_\_\_\_\_

DATE OF LEASE \_\_\_\_\_

LESSEE: X

## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT BY LESSEE

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes. Lessee hereby accepts unconditionally and irrevocably the Equipment.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment has not been delivered, installed, or accepted on a trial basis.

WITH THE DELIVERY OF THIS DOCUMENT TO LESSOR, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE'S OBLIGATIONS TO LESSOR BECOME ABSOLUTE AND IRREVOCABLE AND LESSEE SHALL BE FOREVER ESTOPPED FROM DENYING THE TRUTHFULNESS OF THE REPRESENTATIONS MADE IN THIS DOCUMENT.

DATE OF ACCEPTANCE:

LESSEE:

\_\_\_\_\_  
  
**IMPORTANT:** THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND ARE COMPLETELY SATISFIED WITH IT.

\_\_\_\_\_  
\_\_\_\_\_  
**I HEREBY AUTHORIZE \_\_\_\_\_, \_\_\_\_\_ TITLE**  
**TO ORALLY VERIFY MY/OUR ACCEPTANCE OF THE**  
**ABOVE REFERENCED EQUIPMENT IN MY ABSENCE.**



# UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM  
**Registered, Inc.**  
 514 PIERCE ST.  
 ANOKA, MN 55303  
 (612) 421-1713

## INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

By: \_\_\_\_\_  
 Signature(s) of Debtor(s)

By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

**ATTACHMENT 4**

## DECLARATION

I, Carl B. Fry, hereby state under penalty of perjury as follows:

1. I am the Authorized Representative for Mid-Ohio Communications, Inc. ("Mid-Ohio").

2. In December 1991, I issued letters on behalf of Mid-Ohio to various applicants for Mid-Ohio's former Westerville facility in regard to the lease of the tower site (tower and building) located at State Route 37, Sunbury, Ohio 43074 and studio facilities located at 14 Dorchester Court, Westerville, Ohio 43081 providing assurances that Mid-Ohio is willing to negotiate appropriate leases for the aforementioned real property.

3. I further indicated in my above-referenced correspondence that Mid-Ohio is willing to negotiate appropriate leases for certain personal property.

4. In regard to the personal property, Mid-Ohio provided no assurance concerning what itemized equipment in the inventory accompanying the correspondence would be available to the successful applicant. Although I indicated that the equipment would include some or perhaps all of the equipment itemized in the inventory, I made it clear that the failure to lease all the equipment listed in the inventory will not result in a reduced lease package price. At this time, I am not certain as to whether any of the equipment has been sold or otherwise disposed of. To the best of my knowledge, there are no plans to liquidate the equipment at this time.

5. Regardless of what equipment is available, the lease package price would not be reduced from six thousand dollars (\$6000.00) per month.

6. Although it is contemplated that mutually acceptable terms will be negotiated in regard to the various leases comprising the lease package, there is no guarantee of that occurrence.

MID-OHIO COMMUNICATIONS, INC.

DATED: 9/15/93

BY: Carl B. Fry  
CARL B. FRY, Authorized Agent

**ATTACHMENT 5**

1 Q Do you know if anyone else did?

2 A There is no other -- no, nothing in  
3 writing. I believe that my father spoke to Ardeth  
4 when he was obtaining information and asked her what  
5 the operating costs were at the time.

6 Q To the best of your knowledge when did  
7 that discussion take place?

8 A That was prior to the application.

9 Q Just so it is clear, neither you nor your  
10 father, to the best of your knowledge, wrote down any  
11 estimates of what it would cost to operate the radio  
12 station?

13 A No, none. It was a pretty simple figure.

14 Q To your knowledge has a written budget  
15 subsequently been prepared?

16 A I think there is some notes.

17 Q Who prepared those notes?

18 A Those are prepared by my father.

19 Q Have you seen these notes?

20 A I have seen them, yes.

21 Q When did you see them?

22 A I saw them -- I think the first time I saw

1       them was in June.

2               Q           Of what year?

3               A           Of this year.

4               Q           Of 1993?

5               A           Yes.

6               Q           So very relatively recently?

7               A           Right.

8               Q           Do you know when the notes were created?

9               A           I think they were created in May.

10              Q           Of 1993?

11              A           Yes.

12              Q           To your knowledge what were the notes  
13 based upon? Are they based upon information from some  
14 third person?

15              A           Yeah, I think they are based upon  
16 information from Terry Wilson.

17              Q           Now, did you and your father in  
18 approximately May or the Spring of 1993 participate  
19 in --

20              A           My father did in a meeting with Terry  
21 Wilson. I am anticipating your question. I'm sorry.

22              Q           It is all right. It is understandable.



**CERTIFICATE OF SERVICE**

I, Dan J. Alpert, hereby certify that foregoing document was served on September 16, 1993 upon the following parties by First Class Mail, postage prepaid:

Hon. Walter C. Miller  
Administrative Law Judge  
2000 L Street, NW  
Washington, DC 20554

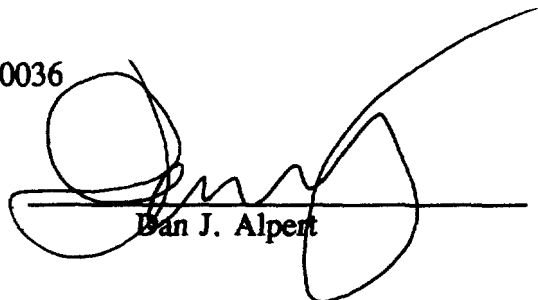
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Dan J. Alpert